



REQUEST FOR PROPOSALS

PROFESSIONAL SOLID WASTE MANAGEMENT AND FINANCIAL CONSULTING SERVICES

RFP NO. GSWA-RFP001-22

RFP Issue Date: January 5, 2022

Due Date and Time: January 31, 2022; 4:00pm ChST

Submit Proposal to:

***Guam Solid Waste Authority
546 N. Marine Corps Dr.
Tamuning, Guam 96913***

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I. GENERAL INFORMATION

The Guam Solid Waste Authority (GSWA) is soliciting proposals from a qualified firm/individual(s) to provide Professional Solid Waste Management and Financial Consulting Services for and on behalf of GSWA as described in the Scope of Work herein.

GSWA is an autonomous Public Corporation governed by the GSWA Board and subject to the regulations of the Guam Public Utilities Commission (GPUC). The GSWA has an appointed Board and consists of five (5) members. GSWA is a component of the Government of Guam and currently comprised of approximately 65 employees who perform various work activities.

This procurement for consulting and representation services is primarily meant to advise on matters relating to GSWA's intent to increase its tipping fee rates and may represent GSWA in matters before the GPUC. Specific duties are described in Section III below, or otherwise prescribed in task orders to be issued by GSWA.

II. QUALIFICATIONS OF PROPOSER

The following are minimum requirements for an offeror to be considered for award, and evidence and/or statements regarding these qualifications must be incorporated or attached to the offeror's proposal.

1. The offeror must have been in business for a minimum of five (5) years.
2. Satisfactory evidence that the offeror has sufficient experience and is fully qualified to perform the services.
3. The offeror must have provided similar consulting services to other public entities. (Offerors will be asked to provide a list of clients' names, addresses, phone numbers, and points of contact for reference purposes.)

III. DESCRIPTION OF THE WORK

GSWA is soliciting proposals from qualified firms to provide Professional Solid Waste Management and Financial Consulting Services for various matters relating to rates and tariffs, regulatory compliance and financial policy development. Qualified firms shall have experience in solid waste management and financial consulting, including rate relief applications, rate design, financial modeling and projections, capital funding, financial capability assessments, affordability program development and financial analysis relating to regulatory compliance. Qualified firms shall have experience in such activities specifically for solid waste.

Consulting services may include but not limited to the following:

1. Financial and analytical studies program/project management.
2. Multi-year rate plan development and financial modeling.

3. Rate design and affordability program development.
4. Long-term financial strategy and policy development.
5. Capital financing alternative evaluation, analysis and recommendations.

The contract will provide for the issuance of Work Authorizations (WA) requiring a variety of Solid Waste Management and Financial Consulting services as needed and determined by GSWA. Each WA will be negotiated with the selected firm.

The Scope of Services includes but is not limited to:

1. Management of scope, schedule, budget, QA/QC, documentation for each work authorization or task order
2. Program management and integration services for financial analytical studies conducted by others
3. Regular progress meetings/conference call with GSWA Management and regulatory entities (if applicable)
4. Review all available reports, plans, financial statements, budgets, etc.
5. Development of analytical studies and reports which will include but not limited to:
 - a. Rate design studies
 - b. Capital financing studies and program development
 - c. Long-term fiscal strategy and policy recommendations
6. Development of financial models, which may include but not limited to:
 - a. Rate Application Model
 - b. Financial Capability Model for regulatory compliance proceedings
 - c. Financial Management model with scenario analysis for proactive fiscal management
7. Provide support to GSWA during:
 - a. Rate Application Proceedings,
 - b. Legislative hearings regarding financing authorization
 - c. Rating Agency Presentations
 - d. Investor Presentations
 - e. GSWA Board and PUC Presentations and workshops as required

IV. RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the professional and technical accuracy and the coordination of all work products furnished by him under the contract. The consultant shall, without additional cost to GSWA, correct and revise all errors or deficiencies in his work.

Neither the GSWA's review, approval, or acceptance of non-payment for any of the service required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of his performance of this contract, and Consultant shall be and remain liable to GSWA for all costs of any kind which were incurred by GSWA as a result of their negligent performance of any of the services furnished under this contract.

V. RESPONSIBILITY OF GSWA

The Guam Solid Waste Authority responsibilities include:

1. To furnish the consultant with the available data and information for taskings covered by this RFP that are available in GSWA files.
2. Upon written request, provide assistance for the consultants and its agents in coordinating with other Government of Guam or U.S. Government agencies and/or regulatory authorities.

VI. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the firm will commence work from the Agreement execution date. The term of the agreement shall be for a period of (1) year. This agreement may be renewed annually, at the sole discretion of GSWA, for an additional one (1) year period but not to exceed the total contract term of five (5) years, by written notice.

GSWA is not obligated to renew the agreement and does not have to give reason if GSWA elects not to renew.

VII. SUBJECT TO THE AVAILABILITY OF FUNDS

The agreement may be cancelled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. If the agreement is cancelled for lack of funds, GSWA will notify the firm on a timely basis that funds are not available for the continuation of the agreement for each succeeding fiscal period. This does not affect either the territory's rights or the contractor's rights under any termination clause in the contract as set forth in 2 GAR, Div. 4 §§3121(e)(1)(C) and (D).

In the event of cancellation, the firm shall be reimbursed the unamortized, reasonably incurred, nonrecurring costs pursuant to 2 GAR, Div. 4, §3121(e) (1) (G).

VIII. TYPE OF CONTRACT

A Professional Services Agreement will be consummated between the firm and GSWA. A sample agreement is attached herein as Attachment B, for reference.

IX. SUBMISSION DEADLINE

All proposals under this RFP solicitation must be written, time-stamped and received at the GSWA Office located 546 North Marine Corps Drive, Tamuning, Guam, to include an Original and Four (4) copies, per the time specified in the RFP Timetable of Significant Dates. No proposals shall be received after such date and time.

A. INQUIRIES

Prospective Offerors should address inquiries, questions, or clarifications in writing to:

Irvin L. Slike
General Manager
546 N. Marine Corps Dr. Tamuning, Guam 96913

Attn: Alicia Fejeran
Chief of Administration
Tel: (671) 647-4312 / (671) 646-3215
Email: admin@gsua.guam.gov
Fax: (671) 649-3777

Cut-Off Date for receipt of questions shall be January 14, 2022 at 5:00pm ChST
Questions received after the deadline shall not be entertained.

B. RFP TIMETABLE OF SIGNIFICANT DATES

The following RFP timetable should be used as a working guide for planning purposes.
GSWA reserves the right to adjust this timetable as required during the course of the RFP process.

RFP Event	Date
RFP Issue Date	Wednesday, January 5, 2022
Deadline for Written Questions from Offerors	Friday, January 14, 2022, 5:00pm ChST
Addendum Issued (if needed)	Wednesday, January 19, 2022
RFP Response/Submission Due Date	Monday, January 31, 2022

Note: All dates and times are noted as being in Guam.

The RFP amendments, if any, will be sent to only those vendors having received the RFP through GSWA but all amendments will be placed on the GSWA website
<http://www.guamsolidwasteauthority.com>

C. AMENDMENTS TO RFP

GSWA reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such. Each amendment will contain an Acknowledgment Receipt Form. Offerors must sign the Acknowledgment Receipt Form and return the signed copy via email or fax to GSWA.

Signed Acknowledgment Receipt Forms for every amendment must also be included in the proposal submission.

The amendment shall refer to portions of the Request for Proposal it amends. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals.

X. CANCELLATION OR REVISION OF PROPOSAL

This RFP may be cancelled, or any and all proposals may be rejected in whole or in part as may be pursuant to 2 GAR Div. 4 § 3115 (d) (1) (B) and (d) (2) (A), when it is in the best interests of the Territory of Guam. Additionally, in accordance with 2 GAR, Div. 4, § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be cancelled or revised to comply with the law. The reasons therefore shall be made part of the contract file.

XI. REJECTION OF PROPOSALS

Any offer submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of the Territory of Guam, in accordance with 2 GAR, Div.4 § 3115(c).

Reasons for rejecting proposals include but are not limited to: (1) the business that submitted the proposals is non-responsive as determined under 2 GAR, Div. 4 §3116; (2) the proposal ultimately fails to meet the announced requirements of the Office in some material respect; or (3) the proposal price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation cancelled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to 2 GAR, Div. 4 § 3115(g).

XII. MULTIPLE, ALTERNATE, OR LATE PROPOSALS

Multiple or Alternate Proposals will not be accepted, and any multiple or alternate Proposals submitted will be rejected.

Late Proposals will not be accepted, and any late Proposals will be rejected.

XIII. ALL OR NONE PROPOSALS

Proposals may not limit acceptance to the entire bid or Proposal offering. Proposals that violate this provision shall be deemed to be nonresponsive.

XIV. TRADE SECRETS AND PROPRIETARY DATA

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. GSWA will examine any such request to

designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such request prior to entering into negotiations with prospective offeror.

If the parties do not agree as to the disclosure of trade secrets or data in the proposal, the offeror may withdraw the proposal, or protest the decision under 5 GCA, Article 9. Otherwise, the proposal will be disclosed.

XV. CONTENTS OF THE PROPOSAL

The proposal must contain:

- a. **Cover Sheet.** Indicate the name of the proposer's firm, address, telephone number, facsimile number, email address, date of the Proposal, the title and number of the RFP, designated contact person, his or her title, address, telephone and facsimile number.
- b. **Proposal Submission.** An authorized representative of the firm, as defined below, must sign the proposal:
 - i. When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity of the person signing shall be stated.
 - ii. When the proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating the name and form under which the proposer is doing business.
 - iii. When the proposer is a joint venture, each joint venturer must sign the proposal.
 - iv. For any other business form, the proposal shall be signed by a person duly authorized to bind the business. The capacity and authority of the person signing shall also be stated.
 - v. If the proposer is doing business under a fictitious name the proposal shall be clearly signed by the person authorized to do business under the fictitious name. The offer must also submit a copy of the Certificate of Registration for the fictitious name.
- c. The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed services; and
- d. The age of the offeror's business and the average number of employees over the past year; and
- e. The current workload of the offeror; and
- f. The abilities, qualifications, experience and the role of the key person(s) that would be assigned to perform the services contained in Section III Description of Work; and
- g. **References.** Include a list of least three (3) references (individuals or entities) of clients or associates, past or present, who are able to speak about the qualifications and abilities of the proposer to perform the required Scope of Services. Also include a listing of other contracts under which services similar in scope, size, and discipline were performed or

undertaken in the past five years, including those performed for Government of Guam agencies. Letters or statements of recommendation are welcomed; and

- h. A plan giving as much details as is practical explaining how the services will be provided; and
- i. A statement that the offeror has established and implemented an Affirmative Action Plan; and
- j. A letter affirming the existence of a Drug Free Workplace Program and Policy at the firm; and
- k. A list of consultants in the firm who will be assigned to work on GSWA matters. A complete resume of those consultants must be included which shall contain, at the minimum, work history and type of work performed.

l. Disclosure Forms Required by Procurement Statute and Regulations

The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the ease of making these required disclosures, the Government is providing sample disclosure forms. There are six (6) disclosure forms labeled Forms A-1 through A-6, and they are found in Attachment A. They must be completed and included with the offeror's proposal. Failure to complete and submit the forms may disqualify the offeror's proposal as being non-responsive.

1. Affidavit Disclosing Ownership and Commissions (Form A-1)

As a condition of doing business with the Government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposals are due, including the percentage owned by each such person or entity. The affidavit must be made between the date of issuance of this RFP and the date that proposals are due, so long as the ownership listing mentioned in the affidavit is for the 365-day period preceding the date the offeror submits the proposal.

The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the Government or for assisting the offeror in obtaining business related to this RFP, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business.

2. Affidavit re Non-Collusion (Form A-2)

The offeror must represent that the offer is genuine and not a sham and that the offeror is not in collusion with others, that the offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other person to put in a sham proposal, to fix the cost of the contract, to secure any advantage against the Government or any person interested in the contract.

3. Affidavit re No Gratuities or Kickbacks (Form A-3)

The offeror must represent that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any Government employee or former Government employee, or for any Government employee or former Government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a contract or order.

4. Affidavit re Ethical Standards (Form A-4)

The offeror must represent that it has not knowingly influenced, and promises that it will not knowingly influence, a Government employee to breach any of the ethical standards set out in Guam's procurement code or regulations pertaining to ethics in public contracting.

5. Declaration for Compliance with US DOL Wage Determination (Form A-5)

Offerors are required to declare in non-affidavit form that they are in compliance with 5 GCA § 5801 and § 5802 regarding wage determination, and the current applicable US DOL Wage Determination must be attached to the declaration.

6. Affidavit re Contingent Fees (Form A-6)

The offeror must represent as a part of its proposal that such offeror has not retained any person or agency to solicit or secure a Government of Guam contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee or arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

XVI. SELECTION OF BEST QUALIFIED PROPOSER AND PROPOSAL

A. EVALUATION AND RANKING

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria as reflected herein and shall be ranked accordingly. The ranking of the proposals will be based on the averaging of the rankings awarded to the proposals by each Evaluation Committee member.

B. SELECTION

The selection of the best qualified, responsive proposer will be based on the ranking of the proposers. GSWA reserves the right to short-list qualified Proposers. The highest ranked proposer will be selected to enter into negotiations with GSWA. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the Services; (2) determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the Services, and the scope, complexity and nature of such services.

1. Successful Negotiation of Contract with Best-Qualified Offeror: If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, the contract will be awarded to that Offeror.
2. Failure to Negotiate Contract with Best-Qualified Offeror: If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the file and GSWA will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days. Upon failure to negotiate a contract with the best- qualified Offeror, GSWA will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next most qualified Offeror.
3. Notice of Award: Written notice of award will be issued to the Offeror with whom a contract is successfully negotiated and will be public information which is made a part of the contract file.
4. Failure to Negotiate Contract with Offerors Initially Selected as Qualified: Should GSWA be unable to negotiate a contract with any of the Offerors initially selected as qualified Offerors, Proposals may

be re-solicited or additional Offerors may be selected based on original, acceptable Proposal submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

C. STANDARD FOR DETERMINATION OF BEST QUALIFIED PROPOSER

All proposals found to be in compliance with the mandatory and material requirements of this solicitation shall be evaluated based upon technical merit and price.

The following factors and weighted values shall be used to evaluate each proposal:

1. The plan for performing the required services (maximum 10 points); and
2. The ability to perform the services as reflected by consultant training, education, general experience, specific experience in providing the required services, qualifications and abilities of personnel proposed to be assigned to perform the services (maximum of 20 points); and
3. The personnel, equipment and facilities to perform the services currently available or demonstrated to be available at the time of contracting (maximum of 10 points); and
4. The firm/offeror's reputation for personal, professional integrity and competence; (maximum 10 points); and
5. The record of past performance of similar work (maximum 10 points); and
6. The firm's demonstration of the ability to meet schedules or deadlines (maximum 10 points); and
7. The firm's understanding of the project's potential problems and GSWA's special concerns (maximum 10 points); and
8. Compliance to specific requirements (total of 10 points); and
 - a. Evidence that the firm has established and implemented an Affirmative Action Plan (5 points); and
 - b. Evidence of establishment and implementation of a Drug Free Workplace Program (5 points).
9. Overall quality of the proposal and its contents. (maximum 10 points)

XVII. PRICE PROPOSALS

The Price Proposal shall not be submitted with the Offeror's Proposal. It shall only be submitted when and if requested by the GSWA. After evaluation of all Proposals, any Offeror selected for negotiations will be required to submit a Price Proposal.

All Price Proposals shall include a proposed Project budget addressing the entire time of performance.

A unit price shall be given for each type of service, and such unit prices shall be the same throughout any resulting contract except to the extent price adjustments may be provided in the solicitation and resulting contract. All deliverables will be payable upon completion, delivery, approval, and acceptance by GSWA. Monthly or other regularly scheduled deliverables should be itemized and priced by task. Regularly recurring monthly tasks, e.g. offsite data storage, month end batch reconciliation, flat rate hardware maintenance, should each be listed as discrete items and the sum of all recurring monthly costs should equal the total monthly invoicing/pricing amount for regular recurring tasks. Travel expenses must be included in the Offeror's service rates and pricing (or the hourly rates which are built into the cost of the deliverable) and may not be billed or priced separately.

Any price adjustments must be agreed to by the Parties and shall be in accordance with the Price Proposal or any cost or pricing data submitted. Price adjustments in the Price Proposal may be considered as a result of documented changes in pricing of materials or labor.

XVIII. RESTRICTIONS AGAINST SEX OFFENDERS

If a contract is awarded, then the offeror must warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28 Article 2, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offense Registry, shall provide services on behalf of the offeror while on Government property, with the exception of public highways.

If any employee of an offeror is providing services on Government property and is convicted subsequent to an award of a contract, then the offeror warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on Government property.

If the offeror is found to be in violation of any of the provisions of this section, then the Government will give notice to the offeror to take corrective action. The offeror shall take corrective action within twenty-four hours of such notice, and the offeror shall notify the Government when action has been taken. If the offeror fails to take corrective steps within twenty-four hours of notice, then the Government in its sole discretion may suspend temporarily the contract until corrective action has been taken.

XIX. ACCESS TO RECORDS, INSPECTION, AND AUDIT REVIEW

The GSWA and any of its authorized representatives must have the right of access to any documents, papers, or other records of the Offeror which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts, and to inspect supplies and services and audit records at any Offeror or proposed subcontractor's facility or place of business and perform tests both: prior to award of a contract, to determine the Offeror's responsibility and capability of performing any contract to be awarded under a solicitation, and to determine whether the Offeror's or subcontractor's facilities, supplies, or services conform to solicitation requirements; or after award, to determine whether the awarded Offeror is conforming to contract requirements, and its performance is therefore acceptable. This right also includes timely and reasonable access to the Offeror's personnel for the purpose of interview and discussion related to such documents. By submitting a Proposal in response to this RFP, the Offeror agrees to abide by the following access, audit, and inspection terms:

A. *Access to Records and Retention.* The Offeror, including its subcontractors, if any, agrees that it shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and relative to its cost or pricing data, and shall make such materials available at all reasonable times after submission of its Proposal, during any awarded contract term, and for three (3) years from the date of final payment under any awarded contract, for inspection in Guam or at any reasonable location designated by the GSWA and authorized representatives, unless the Offeror is notified in writing by the cognizant agency for audit, the oversight agency for audit, the cognizant agency for indirect costs, or the GSWA to extend the retention period. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with the funds from the awarded contract must be retained for three (3) years after final disposition of the real property and equipment. Each subcontract by the Offeror shall include a provision containing the conditions of this Section for any contract awarded under this solicitation.

B. *Right to Audit.* Offeror shall establish and maintain a reasonable accounting system that enables GSWA to readily identify Offeror's assets, expenses, costs of goods, and use of funds. GSWA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to its Proposal or this solicitation which are kept by or under the control of the Offeror, including, but not limited to those kept by the Offeror, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including Proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Offeror shall, at all times during the term of any awarded contract and for a period of three (3) years after the date of final payment under any awarded contract, maintain such records, together with such supporting or underlying documents and materials. The Offeror

shall at any time requested by GSWA, whether before, during, or after completion of an awarded contract, and at Offeror's own expense make such records available for inspection and audit (including copies and extracts of records as required) by GSWA. Such records shall be made available to GSWA during normal business hours at the Offeror's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GSWA. Offeror shall ensure GSWA has these rights with Offeror's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Offeror and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Offeror's obligations to GSWA. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GSWA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Offeror to GSWA in excess of one-half of one percent (.5%) of the total contract billings, the Offeror shall reimburse GSWA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GSWA may recoup the costs of the audit work from the Offeror. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Offeror's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of GSWA's findings to Offeror.

C. *Right to Enter and Inspect.* GSWA may, at any time, without notice enter and inspect an Offeror's or subcontractor's facilities, place(s) of business, or any place(s) of performance of any awarded contract relating to Offeror's Proposal or this solicitation, or any contract awarded pursuant to this solicitation. GSWA may enter and inspect any plans, supplies, services, equipment, work and records at these locations which are related to the performance of any awarded contract and may conduct any testing deemed necessary to determine the Offeror's or subcontractor's compliance or conformity to the solicitation or contract requirements. The GSWA, the government of Guam and/or any authorized representatives may enter and audit the cost or pricing data, books, and records of the Offeror or any subcontractor, and/or investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to § 9102 (Authority to Debar or Suspend) of the Guam Procurement Rules and Regulations, or any applicable federal debarment provisions.

XX. WITHHOLDING ASSESSMENT FEE

All procurements of professional services are subject to a withholding assessment fee for non-resident persons or companies without a valid Guam Business License, which is equal to four percent (4%) of the total dollar value of any contract awarded for all government of Guam contracts for any professional services provided by a non-resident person or company residing outside of Guam, as a cost of doing business with the government of Guam, in accordance with 11 GCA § 71114 (P.L. 33-166).

XXI. TAXES

The successful Offeror shall be liable for all applicable taxes and duties. GSWA shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)

) SS.

ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Offeror and that
[*please check only one*]:

[] The Offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The Offeror is a corporation, partnership, joint venture, or association known as _____ [*please state name of Offeror company*], and the
persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the
offering business during the 365 days immediately preceding the submission date of the Proposal are as follows
[*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [*if none, please so state*]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:

Offeror, if the Offeror is an individual;

Partner, if the Offeror is a partnership;

Officer, if the Offeror is a corporation.

Subscribed and sworn to before me this ____ day
of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

AFFIDAVIT RE: NON-COLLUSION

CITY OF _____)

) SS.

ISLAND OF GUAM _____)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

_____.

2. The Proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the Proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

Subscribed and sworn to before me this _____ day of _____, 201__.

_____ NOTARY PUBLIC My commission expires

_____, _____.

AFFIDAVIT RE: NO GRATUITIES OR KICKBACKS

CITY OF _____)

) SS.

ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering firm or individual is _____ [state name of Offeror company or Offeror]. Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified bid or Proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have offered, given, or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity, or offer of employment in connection with Offeror's Proposal. violated, or are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me this ____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE: ETHICAL STANDARDS

CITY OF _____)

) ss.

ISLAND OF GUAM _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified Bid or Proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the Offeror is an individual;

Partner, if the Offeror is a partnership;

Officer, if the Offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

DECLARATION RE: COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

- (1) That I am _____ [*please select one: the Offeror, a partner of the Offeror, an officer of the Offeror*] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS - Please attach!*]

CITY OF _____)
ISLAND OF GUAM) ss.

1. The name of the offering company or individual is *[state name of company]*

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

Signature of one of the following:

Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation

this day of , 201 .

My commission expires _____, _____.

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

CERTIFICATION OF NON-EMPLOYMENT OF CONVICTED SEXUAL OFFENDERS

Pursuant to Guam Public Law 28-24, as amended by Guam Public Law 28-98, if a contract for services is awarded to an Offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the GSWA of the conviction within twenty-four hours of the conviction and will immediately remove such convicted person from providing services on government of Guam property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the GSWA will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the GSWA, and the service provider shall notify the GSWA when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the GSWA, then the GSWA in its sole discretion may suspend temporarily any contract for services.

I, _____ being a duly authorized representative of the Offeror,
(print name)

acknowledge the requirements described above, have ensured that the Proposal as submitted addresses these requirements, and certify that if awarded the contract, the Offeror will follow these mandates.

(Company Name)

(Title)

(Signature)

(Date)

ATTACHMENT B

**U.S. DEPARTMENT OF LABOR WAGE AND BENEFIT
DETERMINATION (SCA)**

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5693

Daniel W. Simms Division of | Revision No.: 14

Director Wage Determinations | Date Of Last Revision: 10/20/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23

01013 - Accounting Clerk III	17.04
01020 - Administrative Assistant	21.43
01035 - Court Reporter	17.40
01041 - Customer Service Representative I	11.51
01042 - Customer Service Representative II	12.94
01043 - Customer Service Representative III	14.12
01051 - Data Entry Operator I	12.15
01052 - Data Entry Operator II	13.25
01060 - Dispatcher Motor Vehicle	17.39
01070 - Document Preparation Clerk	13.85
01090 - Duplicating Machine Operator	13.85
01111 - General Clerk I	10.35
01112 - General Clerk II	11.29
01113 - General Clerk III	12.68
01120 - Housing Referral Assistant	19.39
01141 - Messenger Courier	11.37
01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.36
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	15.46
05010 - Automotive Electrician	14.52
05040 - Automotive Glass Installer	13.58
05070 - Automotive Worker	13.58
05110 - Mobile Equipment Servicer	11.65
05130 - Motor Equipment Metal Mechanic	15.46
05160 - Motor Equipment Metal Worker	13.58
05190 - Motor Vehicle Mechanic	15.46

05220 - Motor Vehicle Mechanic Helper	10.66
05250 - Motor Vehicle Upholstery Worker	12.64
05280 - Motor Vehicle Wrecker	13.58
05310 - Painter Automotive	14.52
05340 - Radiator Repair Specialist	13.58
05370 - Tire Repairer	12.67
05400 - Transmission Repair Specialist	15.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	13.26
07042 - Cook II	15.46
07070 - Dishwasher	9.31
07130 - Food Service Worker	9.45
07210 - Meat Cutter	12.13
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.54
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.54
11150 - Janitor	9.54
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.32
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.66
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	16.32
12025 - Dental Hygienist	36.12
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23

12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	25.33
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.20
13012 - Exhibits Specialist II	26.27
13013 - Exhibits Specialist III	32.13
13041 - Illustrator I	21.20
13042 - Illustrator II	26.27
13043 - Illustrator III	32.13
13047 - Librarian	29.09
13050 - Library Aide/Clerk	16.88
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.64
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.63
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.88
13090 - Technical Order Library Clerk	21.20
13110 - Video Teleconference Technician	18.96

14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91
15086 - Maintenance Test Pilot Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70
15120 - Tutor		15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.12
16030 - Counter Attendant		10.12
16040 - Dry Cleaner		11.56
16070 - Finisher Flatwork Machine		10.12
16090 - Presser Hand		10.12
16110 - Presser Machine Drycleaning		10.12
16130 - Presser Machine Shirts		10.12
16160 - Presser Machine Wearing Apparel Laundry		10.12
16190 - Sewing Machine Operator		12.04
16220 - Tailor		12.52
16250 - Washer Machine		10.60
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46

21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.96	
21030 - Material Coordinator	21.78	
21040 - Material Expediter	21.78	
21050 - Material Handling Laborer	11.37	
21071 - Order Filler	9.76	
21080 - Production Line Worker (Food Processing)		13.96
21110 - Shipping Packer	17.12	
21130 - Shipping/Receiving Clerk	17.12	
21140 - Store Worker I	15.22	
21150 - Stock Clerk	21.40	
21210 - Tools And Parts Attendant	13.96	
21410 - Warehouse Specialist	13.96	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	25.04	
23019 - Aircraft Logs and Records Technician	19.47	
23021 - Aircraft Mechanic I	23.84	
23022 - Aircraft Mechanic II	25.04	
23023 - Aircraft Mechanic III	26.30	
23040 - Aircraft Mechanic Helper	16.58	
23050 - Aircraft Painter	22.39	
23060 - Aircraft Servicer	19.47	
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker	21.03	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic	19.46	
23120 - Bicycle Repairer	15.61	
23125 - Cable Splicer	19.59	
23130 - Carpenter Maintenance	16.07	
23140 - Carpet Layer	18.20	
23160 - Electrician Maintenance	18.05	
23181 - Electronics Technician Maintenance I	18.20	
23182 - Electronics Technician Maintenance II	19.46	
23183 - Electronics Technician Maintenance III	20.72	
23260 - Fabric Worker	16.94	
23290 - Fire Alarm System Mechanic	16.77	
23310 - Fire Extinguisher Repairer	15.61	
23311 - Fuel Distribution System Mechanic	20.72	
23312 - Fuel Distribution System Operator	15.61	
23370 - General Maintenance Worker	12.01	
23380 - Ground Support Equipment Mechanic		23.84
23381 - Ground Support Equipment Servicer		19.47
23382 - Ground Support Equipment Worker		21.03

23391 - Gunsmith I	15.61	
23392 - Gunsmith II	18.20	
23393 - Gunsmith III	20.72	
23410 - Heating Ventilation And Air-Conditioning Mechanic		17.50
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)		18.61
23430 - Heavy Equipment Mechanic		19.27
23440 - Heavy Equipment Operator		17.76
23460 - Instrument Mechanic	20.72	
23465 - Laboratory/Shelter Mechanic		19.46
23470 - Laborer	11.37	
23510 - Locksmith	19.46	
23530 - Machinery Maintenance Mechanic		23.13
23550 - Machinist Maintenance	20.72	
23580 - Maintenance Trades Helper		10.67
23591 - Metrology Technician I	20.72	
23592 - Metrology Technician II	22.03	
23593 - Metrology Technician III	23.33	
23640 - Millwright	20.72	
23710 - Office Appliance Repairer		19.46
23760 - Painter Maintenance		14.08
23790 - Pipefitter Maintenance		18.39
23810 - Plumber Maintenance		17.27
23820 - Pneudraulic Systems Mechanic		20.72
23850 - Rigger	20.72	
23870 - Scale Mechanic	18.20	
23890 - Sheet-Metal Worker Maintenance		17.35
23910 - Small Engine Mechanic		18.20
23931 - Telecommunications Mechanic I		19.76
23932 - Telecommunications Mechanic II		21.01
23950 - Telephone Lineman		18.24
23960 - Welder Combination Maintenance		18.31
23965 - Well Driller	21.13	
23970 - Woodcraft Worker	20.71	
23980 - Woodworker	15.61	
24000 - Personal Needs Occupations		
24550 - Case Manager	15.01	
24570 - Child Care Attendant	10.09	
24580 - Child Care Center Clerk	13.25	
24610 - Chore Aide	12.78	
24620 - Family Readiness And Support Services Coordinator		15.01
24630 - Homemaker	16.12	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	20.72	

25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	14.29
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.48
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.48
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.46
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	11.84
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.98
29020 - Hatch Tender	25.98
29030 - Line Handler	25.98
29041 - Stevedore I	24.18
29042 - Stevedore II	27.79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.08
30051 - Cryogenic Technician I	25.57
30052 - Cryogenic Technician II	28.24
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56

30063 - Drafter/CAD Operator III	20.77	
30064 - Drafter/CAD Operator IV	25.57	
30081 - Engineering Technician I	14.84	
30082 - Engineering Technician II	16.66	
30083 - Engineering Technician III	18.64	
30084 - Engineering Technician IV	23.08	
30085 - Engineering Technician V	28.24	
30086 - Engineering Technician VI	34.16	
30090 - Environmental Technician	23.08	
30095 - Evidence Control Specialist	23.08	
30210 - Laboratory Technician	20.77	
30221 - Latent Fingerprint Technician I	25.57	
30222 - Latent Fingerprint Technician II	28.24	
30240 - Mathematical Technician	23.34	
30361 - Paralegal/Legal Assistant I	19.54	
30362 - Paralegal/Legal Assistant II	24.21	
30363 - Paralegal/Legal Assistant III	29.61	
30364 - Paralegal/Legal Assistant IV	35.83	
30375 - Petroleum Supply Specialist	28.24	
30390 - Photo-Optics Technician	21.93	
30395 - Radiation Control Technician	28.24	
30461 - Technical Writer I	23.08	
30462 - Technical Writer II	28.24	
30463 - Technical Writer III	34.16	
30491 - Unexploded Ordnance (UXO) Technician I	25.60	
30492 - Unexploded Ordnance (UXO) Technician II	30.98	
30493 - Unexploded Ordnance (UXO) Technician III	37.13	
30494 - Unexploded (UXO) Safety Escort	25.60	
30495 - Unexploded (UXO) Sweep Personnel	25.60	
30501 - Weather Forecaster I	25.57	
30502 - Weather Forecaster II	31.09	
30620 - Weather Observer Combined Upper Air Or	(see 2)	20.77
Surface Programs		
30621 - Weather Observer Senior	(see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	30.98	
31020 - Bus Aide	8.15	
31030 - Bus Driver	10.66	
31043 - Driver Courier	9.69	
31260 - Parking and Lot Attendant	9.91	
31290 - Shuttle Bus Driver	11.65	
31310 - Taxi Driver	11.41	
31361 - Truckdriver Light	10.59	
31362 - Truckdriver Medium	11.61	
31363 - Truckdriver Heavy	14.64	
31364 - Truckdriver Tractor-Trailer	14.64	

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.63
99050 - Desk Clerk	9.70
99095 - Embalmer	25.60
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	23.38
99252 - Laboratory Animal Caretaker II	25.54
99260 - Marketing Analyst	21.54
99310 - Mortician	25.60
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	9.87
99820 - School Crossing Guard	17.27
99830 - Survey Party Chief	23.01
99831 - Surveying Aide	13.08
99832 - Surveying Technician	17.00
99840 - Vending Machine Attendant	23.38
99841 - Vending Machine Repairer	29.78
99842 - Vending Machine Repairer Helper	23.38

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or

local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to

be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT C – ACKNOWLEDGEMENT RECEIPT FORM



ACKNOWLEDGEMENT RECEIPT FORM GSWA-RFP001-22

Please be advised that to be considered a prospective proposer, you must fill out this acknowledgement receipt form. Please submit the completed form via fax to 649-3777 or via email to admin@gswa.guam.gov.

Acknowledgement receipt form must be submitted no later than three (3) days upon receipt of RFP package.

Date: _____

Time: _____

Name: _____

Contact Number: _____

Fax Number: _____

Point of Contact: _____

Title: _____

E-mail: _____

Company/ Firm: _____

Address: _____

Signature: _____

Note: GSWA recommends that prospective proposers register their current contact information with GSWA to ensure they receive any notices regarding any updates or changes to the RFP. GSWA will not be liable for failure to provide notice to any party who did not register with their current contact information.